

7. Responsibility of Customer. In addition to Customer responsibilities identified herein, the Customer shall provide or be responsible for:
- a. any equipment or hardware necessary to utilize the Internet Service, as well as any costs, charges or fees associated therewith;
  - b. any equipment and/or labor necessary for the configuration of the equipment and hardware necessary to utilize the Internet Service, as well as any costs, charges or fees associated therewith; and
8. Outages. Tek-Hut shall not be responsible for any cost and/or expenses incurred by the Customer as a result of an outage or failure of the Internet Service to be provided by Tek-Hut.
9. Binding Effect. The provisions of this contract shall be binding upon and inure to the benefit of the heirs, successors, personal representatives, and assigns of the parties hereto.
10. Attorney's Fees. If a suit, action or proceeding is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover all costs and attorney's fees from the non-prevailing party.
11. Venue. The venue of any action arising out of the execution or breach of this contract shall be in the District Court of Twin Falls County, Idaho.
12. Installation Charge. There will be a onetime installation charge of \$0.
13. Non-appropriation clause. Customer may terminate agreement prior to contracted date without termination charge, if customer has exhausted all funds legally available for all due payments under the agreement;
14. Additional Bandwidth. Additional bandwidth may be purchased during the term of this agreement in 100Mbps increments at an additional \$1000 per month.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

"TEK-HUT"  
TEK-HUT, INC.

"CUSTOMER"  
Shoshone Joint School District 312

By: Nate Bondelid

By: 

4/16/2015

### Managed Internet Access Agreement

THIS AGREEMENT is made and entered into this 1st day of July, 2015, by and between **TEK-HUT, INC.**, an Idaho corporation ("Tek-Hut") and Shoshone Joint School District 312, ("Customer").

#### RECITALS

WHEREAS, Tek-Hut is in the business of providing Managed Internet Access ("Internet Service"); and

WHEREAS, Customer desires to enter into an agreement whereby Tek-Hut will provide to Customer Internet Service.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties, for themselves, their successors and assigns, do hereby agree as follows:

1. Scope of the Work. Tek-Hut shall provide 100 Mbps Internet Service.
2. Contract Price. Customer agrees to pay to Tek-Hut the sum of \$1500 per month for a period of 12 months, for a total contract price of \$18,000 ("Contract Price").
3. Term of Contract. The term of this contract shall be for a period of 12 months, commencing on the 1 day of July, 2015, and continuing until the 30th day of June, 2016. Upon expiration of the Term, this Agreement shall be automatically renewed for an additional (2) 12 month periods of time on the terms and conditions identical to those defined in this agreement unless terminated by not less than (3) months prior written notice given by either Party to the other.
4. Termination. Customer understands and agrees that Tek-Hut has and will continue to incur certain costs and/or expenses related to the Internet Service to be provided to it by Tek-Hut pursuant to this Agreement, even should the Customer discontinue use of said Internet Service or elect to terminate this Agreement prior to its expiration. Therefore, in the event Customer elects to terminate this Agreement prior to June 30th, 2016, it agrees to pay to Tek-Hut the sum of 100% of the balance of the Contract Price due and owing pursuant to paragraph 3 above at the time of termination.
5. Charges Not Applicable to Customer. Tek-Hut agrees not to charge Customer for setup fees, network traffic monitoring, and/or outage notification.
6. Responsibility of Tek-Hut. In addition to the responsibilities of Tek-Hut as identified herein, Tek-Hut shall provide:
  - a. Public IP Addresses;
  - b. Monitoring of Customer's network traffic;
  - c. Customer notification of outages;